

Skinner Corporation adv. ADEC

Client/Matter #: 016861.00013

Index to Highlands Insurance Company Policies

No.	Policy No.	Policy Period
1.	HS 91482	6/18/77 – 6/18/78
2.	HU10-17-08	04/01/78-04/01/79

703736.1/016861.00013



PARKER SMITH & CO. **WEEK**
1919 BANK OF CALIFORNIA **TER**
SEATTLE, WASHINGTON 981

DATE: APRIL, 1978

INSURANCE REGISTER OF: NORTHERN COMMERCIAL COMPANY, et al

HU 10-17-08
underlying Freeman

COMPANY AND POLICY NO.	POLICY TERM	AMOUNT	UMBRELLA LIABILITY POLICY
HIGHLANDS INSURANCE CO. POLICY NO. HU10-17-08	4-1-78 to 4-1-79		<u>COVERAGE:</u> Bodily Injury and Property Damage Liability in Excess of the primary liability insurance carried as described on Declaration Page
<u>ANNUAL PREMIUM:</u> \$172,000.		\$9,750,000.	Each Occurrence and Aggregate Limit Bodily Injury and Property Damage Liability
<u>NAMED INSURED:</u> Northern Commercial Company NC Machinery NC Marine and any corporation, partnership, joint venture or other entity as may now or hereafter exist which is a subsidiary of any named insured or solely comprised of named insured; and any affiliated companies for which the named insured directly or through one of its subsidiaries has managerial control or any joint venture for which any named insured acts as sponsor joint venturer.			\$10,000. retained limit applies to losses covered under the umbrella provisions but not covered by underlying insurance. Including First Dollar Defense

UMBRELLA LIABILITY DAILY REPORT
H Islands Insurance Company

CRAVENS, DARGAN & COMPANY

Producers
Code **65-68923** S/A Code _____

Agent **Parker, Smith & Veek, Inc.**

City **Seattle, Washington 98144** Comm. **10%**

HU 10-22-46

HU 10-17-08
Renewal of Number

HU 10-22-46

DECLARATIONS

Item 1. Named Insured and address (No., Street, Town, County, State)

The named Insured is: Individual ☐ Corporation ☒ Partnership ☐
Northern Commercial Company, et al. (per endt. #1)
P. O. Box 3562
Seattle, Washington 98124

Item 2. Policy Period:

FROM **April 1, 1978** TO **April 1, 1979**

12:01 A.M., standard time at the address of the named insured as stated herein.

3. Premium: \$ **172,000.**

5. Occurrence Limit: \$ **9,750,000.**

4. Retained Limit: \$ **10,000.**

6. Aggregate Limit: \$ **9,750,000.**

7. Schedule of Underlying Insurance Policies:

Type of Policy	Limits of Liability	Insurer
Per endorsement #2.		
		Cust. No. NCC 300 Broker No. 1 35 Broker No. 2 07 Business Code 76 Company Code 22

Form Numbers of Endorsements Forming Part of Policy at Issue: **FU 78, NWU 120, UC 16, UC 13, NWU 16, LU 242.**

Countersigned: **4-12-78**

JKM/mo

at **Seattle, Washington**

Invoices in triplicate to Insured

By _____

Authorized Representative

UC-102 1-71 CLW (1M 11-76)

GENERAL ENDORSEMENT

NAMED INSURED

*Underly \$
HO-10-17-01
Finn*

~~Northern Commercial Company~~
NC Machinery
NC Marine

and any corporation, partnership, joint venture or other entity as may now or hereafter exist which is a subsidiary of any named insured or solely comprised of named insured; and any affiliated companies for which the named insured directly or through one of its subsidiaries has managerial control or any joint venture for which any named insured acts as sponsor joint venturer.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HU 10-22-46 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al.

Section No. 1
Endorsement No. 1 Effective 4-1-78 Agent

FU 78 SC (25M 11-76)

GENERAL ENDORSEMENT

Item 7. Schedule of Underlying Insurance Policies:

Type of Policy	Limits of Liability	Insurer
Comprehensive General Liability including Blanket Contractual, Personal Injury, Employees as Additional Insureds, Stop Gap, Products/Completed Operations	<u>Bodily Injury</u> \$500,000. each occurrence \$500,000. annual aggregate	Employers' Insurance Co. of Wausau
Broad Form Property Damage	<u>Property Damage</u> \$250,000. each occurrence \$250,000. annual aggregate	Highlands Insurance Company
Employees Liability	\$500,000. each occurrence	Providence Washington Insurance Company
Comprehensive Automobile Liability/Garage Liability	<u>Bodily Injury & Property Damage</u> \$500,000. each person \$500,000. each occurrence Combined Single Limit	Employers' Insurance Co. of Wausau
Ship repairers Legal Liability	<u>Property Damage</u> \$500,000. each occurrence	All State Insurance Company
Aircraft Liability (including passengers)	\$1,000,000. Single Limit Bodily Injury & Property Damage	Underwriters at Lloyds
Aircraft Liability (non-owned) eff. April 25, 1978	\$5,000,000. Single Limit Bodily Injury & Property Damage	Central National Insurance Co.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HU 10 22 46 of the

Highlands Insurance Co.

Issued to Northern Commercial Company, et al

Section No. 2 AMENDED Effective 4-1-78 Parker, Smith & Feek, Inc. Agent

Endorsement No. 6-21-78 dsc Seattle, WA. 65-68925

11-78-6-71- CLE (204 8-72)

Item 7. Schedule of Underlying Insurance Policies:

Type of Policy	Limits of Liability	Insurer
Comprehensive General Liability including Blanket Contractual, Personal Injury, Employees as Additional Insureds, Stop Gap, Products/Completed Operations	<u>Bodily Injury</u> \$250,000. each occurrence \$250,000. annual aggregate	Providence Washington Insurance Company
Broad Form Property Damage	<u>Property Damage</u> \$250,000. each occurrence \$250,000. annual aggregate	Highlands Insurance Company
Employees Liability	\$500,000. each occurrence	Providence Washington Insurance Company
Comprehensive Automobile Liability/Garage Liability	<u>Bodily Injury & Property Damage</u> \$250,000. each person \$250,000. each occurrence Combined Single Limit	Providence Washington Insurance Company
Shop Repairers Legal Liability	<u>Property Damage</u> \$500,000. each occurrence	All State Insurance Company
Aircraft Liability (including passengers)	\$1,000,000. Single Limit Bodily Injury & Property Damage	Underwriters at Lloyds
Aircraft Liability (non-owned) eff. April 25, 1978	\$1,000,000. Single Limit Bodily Injury & Property Damage	Underwriters at Lloyds

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

to be attached to and forming a part of Policy No. HU 10-22-46 of the

Highlands Insurance Company

issued to Northern Commercial Company, et al.

Policy No.

Endorsement No. 2 Effective 4-1-78

Agent

PART II - EXCLUSION

IT IS HEREBY AGREED THAT, EXCEPT INsofar as coverage is available to the assured in the underlying insurances set out in the attached schedule, this policy shall not apply to:

1. Liability arising out of the sale, serving, or distribution of alcoholic beverages.
2. Explosion, collapse, or underground property damage hazard as defined in the underlying insurance policies.
3. Products Liability as defined in the underlying policies.
4. Shipbuilders legal liability as defined in the underlying policies.
5. Property damage as defined in the underlying policies.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HU 10-22-46 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al.

Section No. 3 Effective 4-1-78 Agent

Endorsement No. 3 Effective 4-1-78 Agent

UC 16 12-68 SC(5M 10-76)

DEFENSE COVERAGE ENDORSEMENT

IT IS AGREED THAT THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED IS AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL INSURING AGREEMENT:

AS RESPECTS OCCURRENCES COVERED UNDER THIS POLICY, BUT NOT COVERED UNDER THE UNDERLYING INSURANCE OR UNDER ANY OTHER COLLECTIBLE INSURANCE, THE COMPANY SHALL:

- (A) DEFEND IN HIS NAME AND BEHALF AND SUIT AGAINST THE INSURED ALLEGING LIABILITY INSURED UNDER THE PROVISIONS OF THIS POLICY AND SEEKING DAMAGES ON ACCOUNT THEREOF; EVEN IF SUCH SUIT IS GROUNDLESS, FALSE OR FRAUDULENT; BUT THE COMPANY SHALL HAVE THE RIGHT TO MAKE SUCH INVESTIGATION AND NEGOTIATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS MAY BE DEEMED EXPEDIENT BY THE COMPANY.
- (B) PAY ALL PREMIUMS ON BONDS TO RELEASE ATTACHMENTS FOR AN AMOUNT NOT IN EXCESS OF THE LIMIT OF LIABILITY OF THIS POLICY, ALL PREMIUMS ON APPEAL BONDS REQUIRED IN ANY SUCH DEFENDED SUIT BUT WITHOUT ANY OBLIGATION TO APPLY FOR OR FURNISH SUCH BONDS ALL COSTS TAXED AGAINST THE INSURED IN ANY SUCH SUIT, ALL EXPENSES INCURRED BY THE COMPANY AND ALL INTEREST ACCRUING AFTER ENTRY OF JUDGMENT UNTIL THE COMPANY HAS PAID, TENDERED OR DEPOSITED IN COURT THAT PART OF SUCH JUDGMENT AS DOES NOT EXCEED THE LIMIT OF THE COMPANY'S LIABILITY THEREOF.
- (C) REIMBURSE THE INSURED FOR ALL REASONABLE EXPENSES, OTHER THAN LOSS OF EARNINGS, INCURRED AT THE COMPANY'S REQUEST.

IT IS AGREED THAT THIS ENDORSEMENT SHALL NOT OPERATE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HU 10-22-46 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al.

Section No.

Endorsement No. 4 Effective 4-1-78 Agent

UC13 2-76 SC(5M 5-76)

EMPLOYERS' LIABILITY — LIMITATION

Except insofar as coverage is provided in the underlying insurance, at the Limits of Liability specified in Item 7 (Schedule of Underlying Insurance) of this policy shall not apply to bodily injury, sickness or disease, including death at any time resulting therefrom sustained by any employee of the insured arising out of and in the course of his employment by the insured.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HU 10-22-46 of the _____

_____ Highlands Insurance Company _____

Issued to _____ Northern Commercial Company, et al. _____

Section No. _____

Endorsement No. 5 Effective 4-1-78 _____ Agent

GENERAL ENDORSEMENT

PART II - EXCLUSION

IT IS HEREBY AGREED THAT, EXCEPT INsofar AS COVERAGE
IS AVAILABLE TO THE INSURED IN THE UNDERLYING INSURANCES
SET OUT IN THE ATTACHED SCHEDULE, THIS POLICY SHALL NOT
APPLY TO:

ANY AWARD OF EXEMPLARY OR PUNITIVE DAMAGES,
ANY PENALTY, OR ANY CIVIL PENALTY.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy
c than as above stated.

To be attached to and forming a part of Policy No. HU 10-22-46 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al.

Section No. 6

Endorsement No. 6 Effective 4-1-78 Agent

242 10/77 SCC10M 10-77)

The Company and the Insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy agree as follows:

COVERAGE AGREEMENTS

- I. **COVERAGE.** The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of liability

- (a) imposed upon the Insured by law, or
- (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss" on account of:

- (1) personal injury,
- (2) property damage,
- (3) advertising liability,

caused by or arising out of an occurrence, occurring anywhere in the world.

- II. **LIMIT OF LIABILITY.** The company shall only be liable for the ultimate net loss the excess of either

- (a) the amount recoverable under the underlying insurances as set out in Item 7 of the Declarations, or
- (b) the amount of the retained limit stated in Item 4 of the Declarations in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further limit as stated in Item 5 of the Declarations in respect of each occurrence—subject to a limit as stated in Item 6 of the Declarations in the aggregate for each annual period during the currency of this policy, commencing from the effective date and arising out of any hazard for which an aggregate limit of liability applies in the underlying policies scheduled or listed herein. In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurances by reason of payment of claims in respect of occurrences occurring during the period of this policy, this policy, subject to all the terms, conditions and definitions hereof, shall

- (1) in the event of reduction pay the excess of the reduced underlying limit;
- (2) in the event of exhaustion continue in force as underlying insurance

The inclusion or addition hereunder of more than one insured shall not operate to increase the Company's limit of liability.

DEFINITIONS

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. **INSURED.** The unqualified word "Insured" includes not only the Named Insured but also:

- (a) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor while acting as real estate manager for the Named Insured;
- (b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide coverage such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them;
- (c) any additional Insured (not being the Named Insured under this policy) included in the underlying insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in Item 7 of the Declarations;
- (d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The coverage extended by this subdivision (d), with respect to any person or organization other than the Named Insured, shall not apply:
 - (i) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking lot;

resp. to any occurrence arising out of the operation thereof.

- (ii) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof;
- (iii) with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner.

This sub-division (d) shall not apply if it restricts the coverage granted under subdivision (c) above.

2. **Personal Injury** means (1) bodily injury, sickness, disease, disability or shock, including death arising therefrom, or, if arising out of the foregoing, mental anguish and mental injury; (2) false arrest, false imprisonment, wrongful eviction, wrongful detention, or malicious prosecution; or (3) libel, slander, defamation of character, humiliation or invasion of the rights of privacy, unless arising out of advertising activities; and (4) racial or religious discrimination not committed by or at the direction of the Insured or any executive officer, director or stockholder thereof, but only with respect to the liability other than fines and penalties imposed by law.

3. **PROPERTY DAMAGE.** The term "property damage" means loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured), which occurs during the policy period, including loss of use thereof at any time resulting therefrom.

4. **ADVERTISING LIABILITY.** The term "advertising liability" means:

- (a) libel, slander or defamation,
- (b) any infringement of copyright or of title or of slogan,
- (c) piracy or unfair competition or idea misappropriation under an implied contract,
- (d) any invasion of right of privacy,

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

5. **OCCURRENCE.** The term "occurrence" means an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one location shall be deemed one occurrence.

6. **ULTIMATE NET LOSS.** The term "ultimate net loss" means the total sum which the Insured, or any company as his insurer, or both, become obligated to pay by reason of personal injury, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which, are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's or of any underlying insurer's permanent employees.

7. **AUTOMOBILE.** The term "automobile" means a land motor vehicle, trailer or semi-trailer.

8. **AIRCRAFT.** The term "aircraft" means any heavier than air or lighter than air aircraft designed to transport persons or property.

9. **PRODUCTS LIABILITY.** The term "products liability" means:

- (a) liability arising out of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relinquished to others by the Named Insured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Insured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

- (b) liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Named Insured, provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement, provided further the following shall not be deemed to be

the Insured prior to the effective date of the limit of liability hereon as stated in Item 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior excess insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

- D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE. As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Insured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.
- E. INSPECTION AND AUDIT. The Company shall be permitted to examine and audit the Insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.
- F. CROSS LIABILITY. In the event of claims being made by reason of personal injuries suffered by any employee or employees of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.
- In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be, liable then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.
- Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Coverage Agreement II.
- G. NOTICE OF OCCURRENCE. Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to a claim hereunder, shall not prejudice such claim.
- H. ASSISTANCE AND COOPERATION. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.
- I. APPEALS. In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Coverage Agreement II for any one occurrence and in addition the cost and expense of such appeal.
- J. LOSS PAYABLE. Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under the policy within 12 months after the Insured shall have paid an amount of ultimate net loss in excess of the underlying limits or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and the Company.

days after they respectively claimed and proven in conformity with this policy.

- K. BANKRUPTCY OR INSOLVENCY. In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.
- L. OTHER INSURANCE. If other valid and collectible insurance, whether or not scheduled hereunder, which is written by another insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.
- M. SUBROGATION. Inasmuch as this policy is "Excess Coverage," the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is therefore agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.
- N. CHANGES. Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by the Company.
- O. ASSIGNMENT. Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.
- P. CANCELLATION. This policy may be cancelled by the Named Insured or by the Company by mailing written notice to the other party stating when, not less than 30 days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company to the Named Insured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.
- It is agreed that irrespective of any other items or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the Company for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.
- If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.
- Q. MAINTENANCE OF UNDERLYING INSURANCES. It is a condition of this policy that the underlying insurances as set out in Item 7 of the Declarations shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits applicable thereto solely by payment of claims in respect of occurrences occurring during the period of this policy. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as it would have been had the Insured complied.

D. E. Walker

Secretary

J. Perry

President.

...ance of vehicles owned or used by or in behalf of the insured,
(3) the existence of tools, uninstalled equipment and abandoned
or unused materials.

10. **ANNUAL PERIOD.** The term "each annual period" means each consecutive period of one year commencing from the effective date of this policy.

EXCLUSIONS

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

1. This policy shall not apply:

to any obligation for which the Insured or any company as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract or agreement;

- (b) to claims made against the Insured:

(1) for repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;

(2) for the loss of use of any such defective product or products or part or parts thereof;

(3) for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the Insured for personal injuries or property damage (other than damage to the product of the Insured) resulting from improper or inadequate performance, design or specification;

- (c) with respect to advertising activities, to claims made against the Insured for:

(1) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;

(2) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

(3) incorrect description of any article or commodity;

(4) mistake in advertised price;

- (d) except in respect of occurrences occurring in the United States of America, its territories or possessions, or Canada, to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- (e) To any claim based upon the insured's failure to comply with the federal "Employee Retirement Income Security Act of 1974."

2. Except insofar as coverage is available to the Insured in the underlying insurances as set out in Item 7 of the Declarations, this policy shall not apply:

- (a) to liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for personal injury or death resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage; it being agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion 1.(a) above;

- (b) with respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion 1.(a) above;

- (c) with respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them, it being agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion 1.(a) above;

- (d) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

- (e) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other

...osphere or any watercourse or body of water.

NUCLEAR EXCLUSION

THIS POLICY IS SUBJECT TO THE FOLLOWING NUCLEAR INCIDENT EXCLUSION CLAUSE

This policy shall not apply to Personal Injury or Property Damage:

- (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (2) resulting from the hazardous properties of nuclear material and with respect to which

(a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

- (3) resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (ii) has been discharged or dispersed therefrom; or

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this sub-paragraph (c) applies only to injury to or destruction of property at such nuclear facility.

As used herein: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under sub-paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

CONDITIONS

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. **PREMIUM.** Unless otherwise provided for, the premium for this policy is a flat premium and is not subject to adjustment except as provided in Conditions B and P.

B. **ADDITIONAL INSURED.** In the event of additional insureds being added to the coverage under the underlying insurances during currency hereof prompt notice shall be given to the Company, and if an additional premium has been charged for such addition on the underlying insurances, the Company shall be entitled to charge an appropriate additional premium hereon.



PARKER SMITH
1919 BANK OF CALIFORNIA
SEATTLE, WASHINGTON 98101

DATE: MAY, 1978

INSURANCE REGISTER OF:

NORTHERN COMMERCIAL COMPANY

Page 6

COMPANY AND POLICY NO.	POLICY TERM	AMOUNT	
Highlands Insurance Co. Policy #HS91482	6-18-77 6-18-78	BROAD FORM PROPERTY DAMAGE POLICY	
Annual Min. Deposit: \$73,500		\$250,000	Any one Occurrence
		\$250,000	Aggregate limit
Subject to annual audit adjustment at .735 per \$1,000 of sales		\$ 1,000	Deductible including settlement costs and expenses
		Warranty-	\$500,000 Ship Repairers legal liability insurance will be carried during the policy period
<u>Named Insured:</u> Northern Commercial Company; N.C. Machinery Co.; N.C. Marine and any Corporation, partnership, Joint Venture, or other entity as may now or hereafter exist which is a subsidiary of any Named Insured or is solely comprised of Named Insureds; And any Affiliated companies for which the Named Insured directly or through one of its subsidiaries has managerial control & any Joint Venture for which any Named Insured acts as sponsor Joint Venturer.			

Copy To Donal
9-16-08 TB



PARKER SMITH & LEE
1919 BANK OF CALIFORNIA CENTER
SEATTLE, WASHINGTON 98164

DATE: SEPTEMBER, 1977

INSURANCE REGISTER OF: NORTHERN COMMERCIAL COMPANY

COMPANY AND POLICY NO.	POLICY TERM	AMOUNT	BROAD FORM PROPERTY DAMAGE POLICY
<i>Highlands Ins Co.</i> Central National Ins. Co. Policy No. HS91482	6-18-77 to 6-18-78	\$250,000. \$250,000.	Any One Occurrence Aggregate limit property damage liability \$1,000 deductible
Annual Minimum Deposit: \$73,500			Coverage
Subject to annual audit at .735 per \$1,000 sales			Claims for damages against the insured as a result of physical damage to, loss or destruction of property of others
Named Insured: Northern Commercial Company, NC Machinery Co., NC Marine, John Fabick Tractor Co., N.C. Fabick, Joint Venture and any Corporation, Partnership, Joint Venture or any other entity as may now or hereafter exist which is a subsidiary of any named assured or is solely comprised of named assureds and any affiliated company for which the named insured directly or through one of its subsidiaries has managerial control or any joint venture for whom any named assured acts as sponsoring joint venture.			

NORTHERN COMMERCIAL COMPANY
AND
ITS DIVISIONS AND SUBSIDIARY COMPANIES

BROAD FORM PROPERTY DAMAGE LIABILITY

Central National Insurance Company
Policy #HS91482

Term: June 18, 1977 to June 18, 1978

Limit of Liability: \$250,000 any one occurrence (Broad Form
Property Damage Liability)
250,000 Annual Aggregate

Deductible: \$ 1,000 Each Occurrence

Initial Deposit Premium: \$ 73,500

Rate: .735 per \$1,000 of sales

Covering: Claims for damages against the assured as
a result of physical damage, to, loss or
destruction of property of others and
arising out of work which the assured may
or may not have performed, caused or al-
leged to have been caused by acts or
omissions in connection with the assured's
operation and for which the assured is or
is not alleged to be liable at law or by
contract.

HS 9-14-82

LOAD FORM PROP. AM.
HIGHLANDS INSURANCE COMPANY
HOUSTON, TEXAS

HS 9-14-82

CNS 9-42-48
 RENEWAL OF NUMBER

CRAVENS, DARGAN & CO.

9153

CONDING

ACCESS

NEW-STD

COMMISSION

BR

(No., Street, Town or City, County, State)

HS 9-14-82

Item 1. Named Insured and Address:

Northern Commercial Company, et al
 (per endt. #1)

Item 2. Policy Period: (Mo. Day Yr.)
 P.O. Box 3562, Seattle, Washington 98124

Alexander & Alexander
 Seattle, Wash. 65-68473
 COMM. 10%

From 6-18-77 to 6-18-78
 12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other:

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Machinery Mfg. & Installation

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Hospital Professional Liability Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$		Manufacturers' and Contractors' Liability Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Owner's and Contractor's Protective Liability Insurance
\$		Automobile Physical Damage Insurance (Non-Fleet)	\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Basic Automobile Liability Insurance	\$		Personal Injury Liability Insurance
\$		Completed Operations and Products Liability Insurance	\$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$		Premises Medical Payments Insurance
\$		Comprehensive General Liability Insurance	\$		Special Protective and Highway Liability Insurance New York Department of Transportation
\$		Comprehensive Personal Insurance	\$		Storekeeper's Insurance
\$		Contractual Liability Insurance	\$		Uninsured Motorists Insurance
\$		Druggists' Liability Insurance	\$		
\$		Elevator Collision Insurance	\$ 73,500.	LU111	Third Party Property Damage Liability (Form)
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	\$		
\$		Farmer's Comprehensive Personal Insurance	\$		
\$		Farmer's Medical Payments Insurance	\$		
\$		Garage Insurance	\$		

\$ LU III, PU 60 (5)
 Total Advance Premium for this policy.
 \$ 73,500.

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue

NCC
 Cust. No. 444-300
 Broker No. 1 JT
 Broker No. 2 07
 Business Code 68
 Company Code 22

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary
 \$ \$ \$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Assigned: JKM/cd 8-16-77

able in Texas

By

Authorized Representative

Ptd. in U.S.A.

BRANCH OFFICE COPY

FU-60 SC(50M 4-78

GENERAL ENDORSEMENT

A.P. \$7,333.

ANNUAL AUDIT

June 18, 1977 to June 18, 1978

<u>Gross Sales</u>	<u>Rate per \$1,000.</u>	<u>Premium</u>
\$109,976,499.	\$.735	\$80,833.
		- 73,500. <u>Deposit</u>
		\$7,333.

71414
9-21-78

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No. 7

Endorsement No. 9-20-78el/MJS Effective June 18, 1978

Parker, Smith & Feek Agent
Seattle, Wa. 65-68925

INSURANCE ENDORSEMENT

Attached to and forming part of Policy No. HS 9-14-82 of the _____

Highlands Insurance Company
(Insurance Company)
issued to Northern Commercial Company
(Contractor)
Agency at Seattle, Washington
Policy period from 6-18-77 to 6-18-78

In consideration of premium charged for this policy, it is understood and agreed that as respects claims arising out of or in connection with work performed for Pacific Power & Light Company for itself and as agents for the owner of the Centralia Steam Generating Plant by

Northern Commercial Company
(Contractor)

(1) Pacific Power & Light Company for itself and as agents for the owners of the Centralia Steam Generating Plant, a corporation, 920 Southwest Sixth Avenue, Portland, Oregon, The Washington Water Power Company, P. O. 3727, Spokane, Washington, City of Tacoma, Department of Public Utilities, P. O. Box 11007, Tacoma, Washington, PUD No. 1 of Snohomish County, Everett, Washington, Seattle City Light, 1015 Third Avenue, Seattle, Washington, Puget Sound Power & Light Company, P. O. Box 868, Bellevue, Washington, Portland General Electric, 621 Southwest Alder, Portland, Oregon, PUD No. 1 of Grays Harbor County, Box 480, Aberdeen, Washington, their directors, officers and employees, are named as additional assures under this policy; and

(2) this insurance is primary insurance with respect to the interests of Pacific Power & Light Company and the above described owners and any other insurance maintained by Pacific Power & Light Company and the above listed owners is excess and not contributory with this insurance; and

(3) the following Cross Liability clause is made a part of this policy:

The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity as respects any claim, demand, suit or judgment made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured. This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the Company's liability as set forth elsewhere in this policy beyond the amount for which the company would have been liable if only one person or interest had been named as insured; and

(4) notwithstanding any provision of the policy to which this endorsement is attached, this policy may not be canceled or altered by the insurance company without giving 30 days' prior written notice of cancellation or alteration to Pacific Power & Light Company.

All other terms and conditions of the policy remain unchanged.

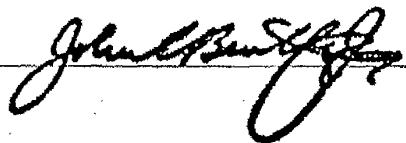
Effective date of this endorsement is:

Attached to and forming part of No. HS 9 14-82

Issued to: Northern Commercial Company

Dated: May 12, 1978

By



Endorsement No. 7

PARKER, SMITH & FEEK, INC.
1819 BANK OF CALIFORNIA CENTER
SEATTLE, WASHINGTON 98101

THIRD PARTY PROPERTY DAMAGE

SCHEDULE

1. Name of Insured: Northern Commercial Company
2. Principal Business of Insured: Various
3. Limits of Liability: \$250,000.00

Excess Automobile Property Damage

- (a) Underlying Limit: NOT COVERED
- (b) Total Limit: NOT COVERED

Note: If "Not Covered" is shown in Items 3(a) and 3(b) above, no coverage is afforded for any claim arising out of the operation, ownership, maintenance or control by the Insured of any automobile (as defined in Paragraph 3 below) away from the premises of the Insured or the ways immediately adjoining.

Other Than Automobile Property Damage

- (c) Deductible or Underlying Limit: \$1,000.00 including settlement costs and expenses.
- (d) Total Limit: \$250,000.00
Aggregate Limit: \$250,000.00

4. Premium Rate(s): .735 per 1,000 sales on 100,000,000 sales RAP= 73,500.

which amounts to be reported by the Insured at the end of
THE POLICY PERIOD

5. Minimum Premium: 73,500.

INSURING AGREEMENTS, EXCLUSIONS AND CONDITIONS

The Company, in consideration of the premium to be paid as provided herein and subject to the terms and conditions hereinafter contained, does hereby agree to insure the entity(ies) specified in Item I of the Schedule, hereinafter called the "Insured" as follows:

1. COVERAGE. From and against all loss which the Insured may sustain or incur by reason of or in consequence of:
 - (a) Any and all liability imposed by law against the Insured for loss of or damage to or destruction of property of others (including, but not limited to, damage resulting from loss of use of property damaged or destroyed and all other indirect and consequential damage for which legal liability exists in connection with such damage to or destruction of property of others or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence) sustained or alleged to have been sustained during the currency of this policy and arising from any cause whatsoever out of the operations, activities, work and/or business of the Insured anywhere in the world in connection with the Insured's business described in Item 2 of the schedule.

- (b) Any and all liability for damage to or destruction of property of others assumed by the Insured in writing under contracts, leases or agreements usual and incidental to the operations, activities, work and/or business of the Insured, but this Policy shall not be held to cover any liability assumed by the Insured in any contract for damage to or destruction of property in the care, custody or control of the Insured, or rented, leased or used by the Insured, unless such liability would have been covered hereunder even in the absence of such contract lease or agreement.
- (c) The Company also agrees:
- (i) To investigate and/or to defend in the name and on behalf of Insured all claims or suits for such injury or damage for which the Insured is, or is alleged to be liable.
 - (ii) To pay in addition to the limits of liability expressed in Paragraph 3 of this form, all expenses incurred by the Company for investigation, negotiation and defense any such claims or proceedings; without any obligation to apply for or furnish such bonds, the Company agrees to pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy and/or all premiums on appeal bonds required in any such proceedings; all costs taxed against the Insured in any such proceedings; and all interest on Company's share of any judgment accruing before or after entry of such judgment and up to the date of payment by Company of their share of any such judgment.

2. EXCLUSIONS. THIS POLICY DOES NOT COVER LIABILITY:

- (a) For damage to property carried in or upon any vehicle in charge of the Insured;
- (b) For claims made against the Assured:
 - (i) For repairing or replacing any defective product or products manufactured, sold or supplied by the Assured or any defective part or parts thereof nor for the cost of such repair or replacement; but this exclusion shall apply only to that particular part of property out of which the damage arises, or
 - X (ii) For damage to that particular part of any property upon which the Assured is or has been working caused by the faulty manner in which the work has been performed (but this exclusion shall apply only to that particular part of property out of which the damage arises.
 - X (iii) To loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) A delay in or lack of performance by or on behalf of the named Insured of any contract or agreement, or (2) The failure of the named Insured's product or work performed by or on behalf of the named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the physical injury to or destruction of the named Insured's products or work performed by or on behalf of the named Insured after such products or work have been put to use by any person or organization other than an Insured.

3. LIMITS OF LIABILITY: The Company's Limits of Liability under this Policy shall be only for the excess of loss over

(a) EXCESS AUTOMOBILE PROPERTY DAMAGE. The amount shown in Item 3(a) of the Schedule as respects any claim or series of claims arising out of any one occurrence by reason of the ownership, maintenance, operation or control of any automobile; ("AUTOMOBILE" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include MOBILE EQUIPMENT;

"MOBILE EQUIPMENT" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment); and then only in excess of above amounts up to the amount shown in Item 3(b) of the Schedule, or

(b) OTHER THAN AUTOMOBILE PROPERTY DAMAGE. The amount shown in Item 3(c) of the Schedule as respects any claim or series of claims arising out of any one occurrence other than described in 3(a) above; and then only in excess of above amounts up to the amount shown in Item 3(d) of the Schedule it being understood, however, that the Company's Limit of Liability shall not exceed the amount shown in Item 3(e) of the Schedule in the aggregate during any one period of insurance.

ONE OCCURRENCE. The term "ONE OCCURRENCE" shall be taken to mean a single event or originating cause and shall include all resultant or concomitant loss or losses whether to one or more locations.

PERIOD OF INSURANCE. The words "PERIOD OF INSURANCE" shall be understood to mean a period of one calendar year commencing each year on the inception date of this insurance.

4. ADDITIONAL INSURED. It is understood and agreed that wherever the Insured has contracted to protect any individual, firm, or corporation by Property Damage Insurance, such individual, firm or corporation shall be deemed an Insured under this Policy but the liability of the Company as respects such individual, firm, or corporation shall be limited to the amount of insurance contracted to be carried by the Insured but in no event shall such liability in the aggregate exceed the Company's limit of liability as expressed in Paragraph No. 3 of this Policy. It is understood, however, that coverage afforded the additional insureds shall be restricted to liability for loss, damage or destruction arising out of the operations, activities, work and/or business of the Named Insured.

5. DIRECTORS AND STOCKHOLDERS. None of the provisions of this Policy shall inure to the benefit of any firm, person or corporation other than the Insured, it being agreed and understood, however, that the provisions of this Policy extend to and cover any director, executive officer or stockholder of any corporation named as Insured insofar as any liability exists on their part, as respects the operations insured under the Policy, by reason of their being directors, officers or stockholders of the named Insured, but without prejudice to protection on account of claims which might arise by reason of damage to property of any director, officer, or stockholder as a member of the public.
6. CROSS LIABILITY. In the event of damage to or destruction of property belonging to any one or more Insureds (except property specifically excluded in Paragraph No. 2) for which another Insured is or may be held liable, then this Policy shall cover such Insured against whom claim is or may be made, the same as if separate Policies had been issued to each Insured but Company's total liability under this Policy shall not exceed the limits set forth in Paragraph No. 3 irrespective of the number of Insureds involved.
7. OTHER INSURANCE. In the event that there shall be in effect any other good, valid and collectible insurance insuring to the benefit of the Insured, or any additional Insured hereunder, with respects to loss or claim covered hereby, then this insurance shall be excess insurance only, over and above the amount of any such other good, valid and collectible insurance.
8. PREMIUM. Subject otherwise to the terms and conditions of this Policy, it is understood and agreed that:
 - (a) The premium paid hereon is only provisional and is subject to adjustment at the rate shown in Item 4 of the Schedule.
 - (b) The Insured agrees to report to at the times shown in Item 4 of the Schedule the applicable amounts during said period and pay premium thereon at the above mentioned rate. If adjustment of premium is on the basis of remuneration of employees, a payroll for all individual Insureds or co-partners shall be included in the statement of payroll at a fixed amount of \$5,200.00 each per annum and premium charged thereon.
 - (c) The Deposit premium shall be applied against the premium for the final adjustment period. The Company, shall, however, receive a minimum premium as shown in Item 5 of the Schedule for this insurance.
9. This Policy may be cancelled at any time at the written request of the Insured or by or on behalf of the Company by giving 30 days' notice of such cancellation. The earned premium shall be based upon the above mentioned rate for the period of coverage or pro rate of the Minimum premium if cancelled by the Company, or short rate of the Minimum premium if cancelled by the Insured, whichever is the greater.

It is agreed that irrespective of any other terms or conditions contained in this policy or endorsements attached thereto, this Policy may be cancelled by the Company, or by in their behalf, for non-payment of any unpaid portion of the premium by delivering to the Insured or by sending to the Insured by mail, registered or unregistered, at the Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

10. DENIAL OF LIABILITY. In the event the Insured is self-insured in part, against loss which may be the basis of claim under this Policy the Company reserves the right to require the Insured upon written notice to deny any such claim and in the event the Company shall exercise their right, the Company shall defend the Insured and pay all costs in accordance with the terms set forth in Insuring Agreement 1(c) and Item 3(c) of the Schedule.
11. COOPERATION. The Insured, when requested by the Company, shall aid in effecting settlements, in securing evidence and the attendance of witnesses, in defending suits, and in prosecuting appeals, and shall at all times render to the Company all cooperation and assistance in the Insured's power (except in a pecuniary way). The Insured shall not voluntarily assume any liability, settle any claim or incur any expense in connection with any claim(s) or loss in excess of the amount(s) shown in Items 3(a) and 3(c) of the Schedule.
12. SUBROGATION. Upon payment of any claim, demand, suit or judgment covered hereby the Company (or other insurers or the Insured in the event that more than one insurer or the Insured as a self-insurer has paid any part of such claim it being understood that other insurance or excess insurance or self-insurance is permitted) shall be subrogated to all rights which the Insured may have against any and every person, partnership or corporation in respect of such claim, demand, suit or judgment and the Insured shall, at the request of the Company (or other insurers) execute all papers necessary or convenient to effect such subrogation. Any recoveries under such subrogation shall be applied to reimburse the said insurers or self-insurer in the inverse order in which they were called upon to make payment, and any balance remaining from such recoveries after repayment of all of said insurers shall be paid to the Insured; except that all right of subrogation is waived under this Policy if for any reason such subrogation is contrary to any law, contract or agreement of the Insured with any other parties, usual, incidental or necessary to the business of the Insured herein named.
13. NOTICE OF LOSS. As soon as reasonably possible after the occurrence of every accident or loss coming under the conditions of this Policy the Insured shall give to Company written notice thereof with the fullest information obtainable at the time. The Insured in like manner shall give like notice with full particulars of any claim made on account of such accident. If suit is brought against the Insured, the Insured shall immediately forward to Company, summons or other process that may be served upon them.
14. DUE DILIGENCE. Upon the happening of any occurrence likely to give rise to a claim under this Policy, the Insured shall use due diligence and do and concur in doing all things reasonably practicable to diminish the loss.

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions on the back hereof, which are hereby made a part of said insurance together with such other provisions, stipulations and conditions may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of HS 9-14-82

ISSUED TO: Northern Commercial Co. et al.

DATED AT: Seattle, Washington

BY: NS

This 18 day of June 19 77 By: cd

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of HS 9-14-82

ISSUED TO: Northern Commercial Co. et al.

DATED AT: Seattle, Washington

By: MS

This 18 day of June 19 77 By: cd

FU-60 SC(50M 10-76)

GENERAL ENDORSEMENT

Named Insured

Northern Commercial Company, NC Machinery Company,
NC Marine, John Fabick Tractor Company, N.C. - Fabick,
Joint Venture and any Corporation, Partnership, Joint
Venture or any other entity as may now or hereafter
exist which is a subsidiary of any named assured or is
solely comprised of named assureds and any affiliated
company for which the named insured directly or through
one of its subsidiaries has managerial control or any
joint venture for whom any named assured acts as sponsor-
ing joint venture.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy
other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the
Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No. Endorsement No. 1 Effective 6-18-77

Agent

It is agreed that this policy does not cover liability for claims made against the assured on account of Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specification, advertising material or printed instruction prepared or developed by any Assured; but this exclusion does not apply to Property Damage resulting from the active malfunctioning of such products or work.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 2 Effective 6-18-77 Agent

GENERAL ENDORSEMENT

It is hereby agreed that this policy shall not apply to Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No. _____

Endorsement No. 3 Effective 6-18-77 Agent

GENERAL ENDORSEMENT

It is warranted that \$500,000. of Ship Repairers Legal Liability Insurance will be carried by the Insured during the period of this policy.

If said "Ship Repairers" policy is not maintained, then the coverage afforded by this policy shall apply in the same manner it would have applied had such policy been so maintained in force.

The "Other Insurance Clause" (Paragraph 7) of form attached hereto is hereby deleted, but only in respect to this endorsement.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 4 Effective 6-18-77 Agent

It is agreed that Exclusion "C" is deleted in its entirety and is replaced by the following:

2 — "(C) For damage to any property of others in the care and custody of the assured for storage for fee or for sale"

It is further agreed that the Insured warrants he will maintain in full force and effect during the currency of this Policy an "All Risk Cover" on customers goods, except boats and vessels.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 5 Effective 6-18-77 Agent

It is understood and agreed that Form LU 111 5-67 IM-CLW is cancelled and replaced by manuscript endorsement for third party property damage.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Eompany, et al

Section No. _____

Endorsement No. 6 Effective June 18, 1977 Alexander & Alexander Agent
7/28/77 er Seattle, WA. 65-68473

Insured copy

Alexander & Alexander Inc.
1414 IBM Building
Seattle, Washington 98101
Telephone 206 623-7070
TWX 910-444-2299 ALEX ALEX SEA

**Alexander
& Alexander**

August 25, 1977

Mrs. Marilyn Steiner
NC Machinery Company
P. O. Box 3562
Seattle, WA 98124

RE: BROAD FORM PROPERTY DAMAGE LIABILITY INSURANCE
HIGHLANDS INSURANCE COMPANY POLICY #HS 9 14 82

Dear Marilyn:

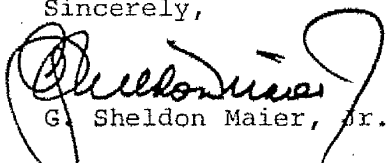
At the time the Company issued the above captioned policy, you will note on the one you have, they used the wrong face sheet. The Company is shown as the Central National Insurance Company of Omaha. This is incorrect and the Company has issued a corrected Certificate showing the Highlands Insurance Company Policy #HS 9 14 82.

The coverage is actually with the Highlands, therefore will you kindly substitute the enclosed policy for the Central National Certificate you have? Everything is the same except the face sheet.

Please let me know if you have any questions regarding the enclosed.

Best regards.

Sincerely,


G. Sheldon Maier, Jr.

GSM/dd
Enclosures

Including the former Maier & Sargent, Inc. and Including the former C. E. Powell & Company

AUG 29 1977

No. ~~CANBINGEX38~~

HS 9-14-82

CNS 9-42-48
RENEWAL OF NUMBERPART B GENERAL LIABILITY-AUTOMOBILE POLICY
DECLARATIONSHIGHLANDS INSURANCE COMPANY
HOUSTON, TEXAS
A STOCK COMPANY

- Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
Northern Commercial Company, et al
(per endt. #1)
P.O. Box 3562, Seattle, Washington 98124
- Item 2. Policy Period: (Mo. Day Yr.)
From 6-18-77 to 6-18-78
12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:

☐ Individual ☐ Partnership☒ Corporation☐ Joint Venture☐ Other: _____

Business of the named insured is: (ENTER BELOW)

Machinery Mfg. & Installation

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Hospital Professional Liability Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$		Manufacturers' and Contractors' Liability Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Owner's and Contractor's Protective Liability Insurance
\$		Automobile Physical Damage Insurance (Non-Fleet)	\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Basic Automobile Liability Insurance	\$		Personal Injury Liability Insurance
\$		Completed Operations and Products Liability Insurance	\$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$		Premises Medical Payments Insurance
\$		Comprehensive General Liability Insurance	\$		Special Protective and Highway Liability Insurance
\$		Comprehensive Personal Insurance			New York Department of Transportation
\$		Contractual Liability Insurance	\$		Storekeeper's Insurance
\$		Druggists' Liability Insurance	\$		Uninsured Motorists Insurance
\$		Elevator Collision Insurance	\$ 73,500.	LU111	Third Party Property Damage Liability (Form
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	\$		
\$		Farmer's Comprehensive Personal Insurance			
\$		Farmer's Medical Payments Insurance	\$		
\$		Garage Insurance			
Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue					
\$ LU III, FU 60 (5)					
\$ 73,500. Total Advance Premium for this policy.					

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
\$	\$	\$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: JKM/cd 8-16-77

*Not applicable in Texas

By

Authorized Representative

THIS PART B, WITH "POLICY PROVISIONS—PART A", AND COVERAGE PART(S) AND ENDORSEMENT(S), (IF ANY), ISSUED TO FORM A PART THEREOF, COMPLETE(S)
THE ABOVE NUMBERED POLICY
JDL6300-X-F Ptd. In U.S.A.

BROAD FORM PROP. Dam. 18-

A STOCK COMPANY

The Central National Insurance Company of Omaha

CNS 9-42-48
RENEWAL OF NUMBER

105 SOUTH 17TH STREET
OMAHA, NEBRASKA 68102

Policy No. ~~XXXX~~ HS 9-14-82

BRANCH NO. _____ DLR. NO. _____

Northern Commercial Company, et al - Item 1. Named Insured and Address:
(per endt. #1)

P.O. Box 3562

Seattle, Washington 98124

←Street Number

←Town or City, Zone, County, State

Item 2. Policy Period: of this named insured as stated herein:
12:01 A.M., standard time at the address

From 6-18-77

To 6-18-78

The named insured is:

☐ Individual

☐ Partnership

☒ Corporation

☐ Joint Venture

☐ Other: _____

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Machinery Mfg. & Installation

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Manufacturers' and Contractors' Liability Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$		Owner's and Contractor's Protective Liability Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Automobile Physical Damage Insurance (Non-Fleet)	\$		Personal Injury Liability Insurance
\$		Completed Operations and Products Liability Insurance	\$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$		Premises Medical Payments Insurance
\$		Comprehensive General Liability Insurance	\$		Protection Against Uninsured Motorists Insurance
\$		Comprehensive Personal Insurance	\$		Special Protective and Highway Liability Insurance New York Department of Public Works
\$		Contractual Liability Insurance	\$		Storekeeper's Insurance
\$		Druggists' Liability Insurance	\$		Third Party Property Damage Liability (Form B)
\$		Elevator Collision Insurance	\$ 73,500.	LU III	
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance			
\$		Farmer's Comprehensive Personal Insurance			
\$		Farmer's Medical Payments Insurance			
\$		Garage Insurance			
\$		Hospital Professional Liability Insurance			

\$ LU III, FU 60 (5)

\$ 73,500. Total Advance Premium for this policy.

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary

\$ \$ \$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: 6-27-77

JKM/cd

*Not applicable in Texas

By

Authorized Representative

CN4324

Ptd. In U.S.A.

THIRD PARTY PROPERTY DAMAGE

SCHEDULE

1. Name of Insured: Northern Commercial Company

2. Principal Business of Insured: Various

3. Limits of Liability: \$250,000.00

Excess Automobile Property Damage

(a) Underlying Limit: NOT COVERED

(b) Total Limit: NOT COVERED

Note: If "Not Covered" is shown in Items 3(a) and 3(b) above, no coverage is afforded for any claim arising out of the operation, ownership, maintenance or control by the Insured of any automobile (as defined in Paragraph 3 below) away from the premises of the Insured or the ways immediately adjoining.

Other Than Automobile Property Damage

(c) Deductible or Underlying Limit: \$1,000.00 including settlement costs and expenses.

(d) Total Limit: \$250,000.00

Aggregate Limit: \$250,000.00

4. Premium Rate(s): .735 per 1,000 sales on 100,000,000 sales EAP= 73,500.

which amounts to be reported by the Insured at the end of THE POLICY PERIOD

5. Minimum Premium: 73,500.

INSURING AGREEMENTS, EXCLUSIONS AND CONDITIONS

The Company, in consideration of the premium to be paid as provided herein and subject to the terms and conditions hereinafter contained, does hereby agree to insure the entity(ies) specified in Item 1 of the Schedule, hereinafter called the "Insured" as follows:

1. COVERAGE. From and against all loss which the Insured may sustain or incur by reason of or in consequence of:
 - (a) Any and all liability imposed by law against the Insured for loss of or damage to or destruction of property of others (including, but not limited to, damage resulting from loss of use of property damaged or destroyed and all other indirect and consequential damage for which legal liability exists in connection with such damage to or destruction of property of others or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence) sustained or alleged to have been sustained during the currency of this policy and arising from any cause whatsoever out of the operations, activities, work and/or business of the insured anywhere in the world in connection with the Insured's business described in Item 2 of the schedule.

- (b) Any and all liability for damage to or destruction of property of others assumed by the Insured in writing under contracts, leases or agreements usual and incidental to the operations, activities, work and/or business of the Insured, but this Policy shall not be held to cover any liability assumed by the Insured in any contract for damage to or destruction of property in the care, custody or control of the Insured, or rented, leased or used by the Insured, unless such liability would have been covered hereunder even in the absence of such contract lease or agreement.
- (c) The Company also agrees:
- (i) To investigate and/or to defend in the name and on behalf of Insured all claims or suits for such injury or damage for which the Insured is, or is alleged to be liable.
 - (ii) To pay in addition to the limits of liability expressed in Paragraph 3 of this form, all expenses incurred by the Company for investigation, negotiation and defense any such claims or proceedings; without any obligation to apply for or furnish such bonds, the Company agrees to pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy and/or all premiums on appeal bonds required in any such proceedings; all costs taxed against the Insured in any such proceedings; and all interest on Company's share of any judgment accruing before or after entry of such judgment and up to the date of payment by Company of their share of any such judgment.
2. EXCLUSIONS. THIS POLICY DOES NOT COVER LIABILITY:
- (a) For damage to property carried in or upon any vehicle in charge of the Insured:
 - (b) For claims made against the Assured:
 - (i) For repairing or replacing any defective product or products manufactured, sold or supplied by the Assured or any defective part or parts thereof nor for the cost of such repair or replacement; but this exclusion shall apply only to that particular part of property out of which the damage arises, or
 - ~~✕~~ (ii) For damage to that particular part of any property upon which the Assured is or has been working caused by the faulty manner in which the work has been performed (but this exclusion shall apply only to that particular part of property out of which the damage arises.
 - ~~✕~~ (iii) To loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) A delay in or lack of performance by or on behalf of the named Insured of any contract or agreement, or (2) The failure of the named Insured's product or work performed by or on behalf of the named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the physical injury to or destruction of the named Insured's products or work performed by or on behalf of the named Insured after such products or work have been put to use by any person or organization other than an Insured.

3. LIMITS OF LIABILITY. The Company's Limits of Liability under this Policy shall be only for the excess of loss over
- (a) EXCESS AUTOMOBILE PROPERTY DAMAGE. The amount shown in Item 3(a) of the Schedule as respects any claim or series of claims arising out of any one occurrence by reason of the ownership, maintenance, operation or control of any automobile; ("AUTOMOBILE" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include MOBILE EQUIPMENT;
- "MOBILE EQUIPMENT" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment); and then only in excess of above amounts up to the amount shown in Item 3(b) of the Schedule, or
- (b) OTHER THAN AUTOMOBILE PROPERTY DAMAGE. The amount shown in Item 3(c) of the Schedule as respects any claim or series of claims arising out of any one occurrence other than described in 3(a) above; and then only in excess of above amounts up to the amount shown in Item 3(d) of the Schedule it being understood, however, that the Company's Limit of Liability shall not exceed the amount shown in Item 3(e) of the Schedule in the aggregate during any one period of insurance.
- ONE OCCURRENCE. The term "ONE OCCURRENCE" shall be taken to mean a single event or originating cause and shall include all resultant or concomitant loss or losses whether to one or more locations.
- PERIOD OF INSURANCE. The words "PERIOD OF INSURANCE" shall be understood to mean a period of one calendar year commencing each year on the inception date of this insurance.
4. ADDITIONAL INSURED. It is understood and agreed that wherever the Insured has contracted to protect any individual, firm, or corporation by Property Damage Insurance, such individual, firm or corporation shall be deemed an Insured under this Policy but the liability of the Company as respects such individual, firm, or corporation shall be limited to the amount of insurance contracted to be carried by the Insured but in no event shall such liability in the aggregate exceed the Company's limit of liability as expressed in Paragraph No. 3 of this Policy. It is understood, however, that coverage afforded the additional Insureds shall be restricted to liability for loss, damage or destruction arising out of the operations, activities, work and/or business of the Named Insured.

5. DIRECTORS AND STOCKHOLDERS. None of the provisions of this Policy shall inure to the benefit of any firm, person or corporation other than the Insured, it being agreed and understood, however, that the provisions of this Policy extend to and cover any director, executive officer or stockholder of any corporation named as Insured insofar as any liability exists on their part, as respects the operations insured under the Policy, by reason of their being directors, officers or stockholders of the named Insured, but without prejudice to protection on account of claims which might arise by reason of damage to property of any director, officer, or stockholder as a member of the public.
6. CROSS LIABILITY. In the event of damage to or destruction of property belonging to any one or more Insureds (except property specifically excluded in Paragraph No. 2) for which another Insured is or may be held liable, then this Policy shall cover such Insured against whom claim is or may be made, the same as if separate Policies had been issued to each Insured but Company's total liability under this Policy shall not exceed the limits set forth in Paragraph No. 3 irrespective of the number of Insureds involved.
7. OTHER INSURANCE. In the event that there shall be in effect any other good, valid and collectible insurance insuring to the benefit of the Insured, or any additional Insured hereunder, with respects to loss or claim covered hereby, then this insurance shall be excess insurance only, over and above the amount of any such other good, valid and collectible insurance.
8. PREMIUM. Subject otherwise to the terms and conditions of this Policy, it is understood and agreed that:
- (a) The premium paid hereon is only provisional and is subject to adjustment at the rate shown in Item 4 of the Schedule.
 - (b) The Insured agrees to report to at the times shown in Item 4 of the Schedule the applicable amounts during said period and pay premium thereon at the above mentioned rate. If adjustment of premium is on the basis of remuneration of employees, a payroll for all individual Insureds or co-partners shall be included in the statement of payroll at a fixed amount of \$5,200.00 each per annum and premium charged thereon.
 - (c) The Deposit premium shall be applied against the premium for the final adjustment period. The Company, shall, however, receive a minimum premium as shown in Item 5 of the Schedule for this insurance.
9. This Policy may be cancelled at any time at the written request of the Insured or by or on behalf of the Company by giving 30 days' notice of such cancellation. The earned premium shall be based upon the above mentioned rate for the period of coverage or pro rate of the Minimum premium if cancelled by the Company, or short rate of the Minimum premium if cancelled by the Insured, whichever is the greater.

It is agreed that irrespective of any other terms or conditions contained in this policy or endorsements attached thereto, this Policy may be cancelled by the Company, or by in their behalf, for non-payment of any unpaid portion of the premium by delivering to the Insured or by sending to the Insured by mail, registered or unregistered, at the Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

10. DENIAL OF LIABILITY. In the event the Insured is self-insured in part, against loss which may be the basis of claim under this Policy the Company reserves the right to require the Insured upon written notice to deny any such claim and in the event the Company shall exercise their right, the Company shall defend the Insured and pay all costs in accordance with the terms set forth in Insuring Agreement 1(c) and Item 3(c) of the Schedule.
11. COOPERATION. The Insured, when requested by the Company, shall aid in effecting settlements, in securing evidence and the attendance of witnesses, in defending suits, and in prosecuting appeals, and shall at all times render to the Company all cooperation and assistance in the Insured's power (except in a precatory way). The Insured shall not voluntarily assume any liability, settle any claim or incur any expense in connection with any claim(s) or loss in excess of the amount(s) shown in Items 3(a) and 3(c) of the Schedule.
12. SUBROGATION. Upon payment of any claim, demand, suit or judgment covered hereby the Company (or other insurers or the Insured in the event that more than one insurer or the Insured as a self-insurer has paid any part of such claim it being understood that other insurance or excess insurance or self-insurance is permitted) shall be subrogated to all rights which the Insured may have against any and every person, partnership or corporation in respect of such claim, demand, suit or judgment and the Insured shall, at the request of the Company (or other insurers) execute all papers necessary or convenient to effect such subrogation. Any recoveries under such subrogation shall be applied to reimburse the said insurers or self-insurer in the inverse order in which they were called upon to make payment, and any balance remaining from such recoveries after repayment of all of said insurers shall be paid to the Insured; except that all right of subrogation is waived under this Policy if for any reason such subrogation is contrary to any law, contract or agreement of the Insured with any other parties, usual, incidental or necessary to the business of the Insured herein named.
13. NOTICE OF LOSS. As soon as reasonably possible after the occurrence of every accident or loss coming under the conditions of this Policy the Insured shall give to Company written notice thereof with the fullest information obtainable at the time. The Insured in like manner shall give like notice with full particulars of any claim made on account of such accident. If suit is brought against the Insured, the Insured shall immediately forward to Company, summons or other process that may be served upon them.
14. DUE DILIGENCE. Upon the happening of any occurrence likely to give rise to a claim under this Policy, the Insured shall use due diligence and do and concur in doing all things reasonably practicable to diminish the loss.

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of HS 9-14-82

ISSUED TO: Northern Commercial Co. et al.

DATED AT: Seattle, Washington

By: MS

This 18 day of June 19 77 By: cd

Named Insured

Northern Commercial Company, NC Machinery Company, NC Marine, John Fabick Tractor Company, N.C. - Fabick, Joint Venture and any Corporation, Patnership, Joint Venture or any other entity as may now or hereafter exist which is a subsidiary of any named assured or is solely comprised of named assureds and any affiliated company for which the named insured directly or through one of its subsidiaries has managetorial control or any joint venture for whom any named assured acts as sponsoring joint venture.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the Central National
Ins. Co.

Issued to Northern Commercial Company, et al
Section No.
Endorsement No. 1 Effective 6-18-77 Agent

It is agreed that this policy does not cover liability for claims made against the assured on account of Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specification, advertising material or printed instruction prepared or developed by any Assured; but this exclusion does not apply to Property Damage resulting from the active malfunctioning of such products or work.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the Central National
Ins. Co.

Issued to Northern Commercial Company, et al
Section No.
Endorsement No. 2 Effective 6-18-77 Agent

GENERAL ENDORSEMENT

It is hereby agreed that this policy shall not apply to Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the Central National
Ins. Co.

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 3 Effective 6-18-77 Agent

GENERAL ENDORSEMENT

It is warranted that \$500,000. of Ship Repairers Legal Liability Insurance will be carried by the Insured during the period of this policy.

If said "Ship Repairers" policy is not maintained, then the coverage afforded by this policy shall apply in the same manner it would have applied had such policy been so maintained in force.

The "Other Insurance Clause" (Paragraph 7) of form attached hereto is hereby deleted, but only in respect to this endorsement.

✓

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the Central National
Ins. Co.

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 4 Effective 6-18-77 Agent

It is agreed that Exclusion "C" is deleted in its entirety and is replaced by the following:

"(C) For damage to any property of others in the care and custody of the assured for storage for fee or for sale"

It is further agreed that the Insured warrants he will maintain in full force and effect during the currency of this Policy an "All Risk Cover" on customers goods, except boats and vessels.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the Central National
Ins. Co.

Issued to Northern Commercial Company, et al
Section No.
Endorsement No. 5 Effective 6-18-77 Agent



PARKER SMITH

1919 BANK OF CALIF.
SEATTLE, WASHINGTON

DATE: MAY, 1978

INSURANCE REGISTER OF:

NORTHERN COMMERCIAL COMPANY

Page 6

HD 9-14-82

COMPANY AND POLICY NO.	POLICY TERM	AMOUNT	
Highlands Insurance Co. Policy #HS91482	6-18-77 6-18-78	BROAD FORM PROPERTY DAMAGE POLICY	
Annual Min. Deposit: \$73,500		\$250,000	Any one Occurrence
		\$250,000	Aggregate limit
Subject to annual audit adjustment at .735 per \$1,000 of sales		\$ 1,000	Deductible including settlement costs and expenses
		Warranty-	\$500,000 Ship Repairers legal liability insurance will be carried during the policy period
<u>Named Insured:</u> Northern Commercial Company; N.C. Machinery Co.; N.C. Marine and any Corporation, partnership, Joint Venture, or other entity as may now or hereafter exist which is a subsidiary of any Named Insured or is solely comprised of Named Insureds; And any Affiliated companies for which the Named Insured directly or through one of its subsidiaries has managerial control & any Joint Venture for which any Named Insured acts as sponsor Joint Venturer.			



PARKER SMITH & FEEK

1919 BANK OF CALIFORNIA TER
SEATTLE, WASHINGTON 98161

DATE: SEPTEMBER, 1977

INSURANCE REGISTER OF: NORTHERN COMMERCIAL COMPANY

COMPANY AND POLICY NO.	POLICY TERM	AMOUNT	BROAD FORM PROPERTY DAMAGE POLICY
<i>Highlands Ins Co.</i> Central National Ins. Co. Policy No. HS91482	6-18-77 to 6-18-78	\$250,000. \$250,000.	Any One Occurrence Aggregate limit property damage liability \$1,000 deductible
<u>Annual Minimum Deposit:</u> \$73,500			<u>Coverage</u>
Subject to annual audit at .735 per \$1,000 sales			Claims for damages against the insured as a result of physical damage to, loss or destruction of property of others
<u>Named Insured:</u> Northern Commercial Company, NC Machinery Co., NC Marine, John Fabick Tractor Co., N.C.-Fabick, Joint Venture and any Corporation, Partnership, Joint Venture or any other entity as may now or hereafter exist which is a subsidiary of any named assured or is solely comprised of named assureds and any affiliated company for which the named insured directly or through one of its subsidiaries has managetorial con- trol or any joint venture for whom any named assured acts as sponsor- ing joint venture.			

70.

NORTHERN COMMERCIAL COMPANY
AND
ITS DIVISIONS AND SUBSIDIARY COMPANIES

BROAD FORM PROPERTY DAMAGE LIABILITY

Central National Insurance Company
Policy #HS91482

Term: June 18, 1977 to June 18, 1978

Limit of Liability: \$250,000 any one occurrence (Broad Form
Property Damage Liability)
250,000 Annual Aggregate

Deductible: \$ 1,000 Each Occurrence

Initial Deposit Premium: \$ 73,500

Rate: .735 per \$1,000 of sales

Covering: Claims for damages against the assured as
a result of physical damage, to, loss or
destruction of property of others and
arising out of work which the assured may
or may not have performed, caused or al-
leged to have been caused by acts or
omissions in connection with the assured's
operation and for which the assured is or
is not alleged to be liable at law or by
contract.

XXXXXXXXXX

HS 9-14-82

BROAD Form Prop. Pam.

SHLANDS INSURANCE COMPANY
HOUSTON, TEXAS

HS 9-14-82

CNS 9-42-48
RENEWAL OF NUMBER

CRAVENS, DARGAN & CO.

9153

CODING

ACCESS

COMMISSION

BR

(No., Street, Town or City, County, State)

HS 9-14-82

Item 1. Named Insured and Address:

Northern Commercial Company, et al
(per endt. #1)

P.O. Box 3562, Seattle, Washington 98124

Item 2. Policy Period: (Mo. Day Yr.)

From 6-18-77 to 6-18-78

12:01 A.M., standard time at the address of the named insured as stated herein.

Alexander & Alexander
Seattle, Wash. 65-68473
COMM. 10%

6668925

NORTHWEST UNIT
SEATTLE OFFICE COPY

The named insured is:

☐

Individual

☐

Partnership

☒

Corporation

☐

Joint Venture

☐

Other:

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Machinery Mfg. & Installation

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Hospital Professional Liability Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$		Manufacturers' and Contractors' Liability Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Owner's and Contractor's Protective Liability Insurance
\$		Automobile Physical Damage Insurance (Non-Fleet)	\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Basic Automobile Liability Insurance	\$		Personal Injury Liability Insurance
\$		Completed Operations and Products Liability Insurance	\$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$		Premises Medical Payments Insurance
\$		Comprehensive General Liability Insurance	\$		Special Protective and Highway Liability Insurance
\$		Comprehensive Personal Insurance	\$		New York Department of Transportation
\$		Contractual Liability Insurance	\$		Storekeeper's Insurance
\$		Druggists' Liability Insurance	\$		Uninsured Motorists Insurance
\$		Elevator Collision Insurance	\$ 73,500.	LU111	Third Party Property Damage Liability (Form)
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	\$		
\$		Farmer's Comprehensive Personal Insurance	\$		
\$		Farmer's Medical Payments Insurance	\$		
\$		Garage Insurance	\$		

LU III, FU 60 (5)

\$ 73,500. Total Advance Premium for this policy.

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue

NCC

Cont. No.

444-300

Broker No. 1

35

Broker No. 2

07

Business Code

68

Company Code

22

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary

\$ \$ \$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Assigned: JKM/cd 8-16-77

able in Texas

By

Authorized Representative

Ptd. in U.S.A.

BRANCH OFFICE COPY

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE

SKN 003191

FU-60 SC(50M 4-78

GENERAL ENDORSEMENT

A.P. \$7,333.

ANNUAL AUDIT

June 18, 1977 to June 18, 1978

<u>Gross Sales</u>	<u>Rate per \$1,000.</u>	<u>Premium</u>
\$109,976,499.	\$.735	\$80,833.
		- 73,500. <u>Deposit</u>
		\$7,333.

71414
9-21-78

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No. 7

Endorsement No. 9-20-78el/MJS Effective June 18, 1978

Parker, Smith & Feek Agent
Seattle, Wa. 65-68925

INSURANCE ENDORSEMENT

Attached to and forming part of Policy No. MS 9-14-82 of the _____

Highlands Insurance Company
(Insurance Company)
issued to Northern Commercial Company
(Contractor)
Agency at Seattle, Washington
Policy period from 6-18-77 to 6-18-78

In consideration of premium charged for this policy, it is understood and agreed that as respects claims arising out of or in connection with work performed for Pacific Power & Light Company for itself and as agents for the owner of the Centralia Steam Generating Plant by

Northern Commercial Company
(Contractor)

(1) Pacific Power & Light Company for itself and as agents for the owners of the Centralia Steam Generating Plant, a corporation, 920 Southwest Sixth Avenue, Portland, Oregon, The Washington Water Power Company, P. O. 3727, Spokane, Washington, City of Tacoma, Department of Public Utilities, P. O. Box 11007, Tacoma, Washington, PUD No. 1 of Snohomish County, Everett, Washington, Seattle City Light, 1015 Third Avenue, Seattle, Washington, Puget Sound Power & Light Company, P. O. Box 868, Bellevue, Washington, Portland General Electric, 621 Southwest Alder, Portland, Oregon, PUD No. 1 of Grays Harbor County, Box 480, Aberdeen, Washington, their directors, officers and employees, are named as additional assures under this policy; and

(2) this insurance is primary insurance with respect to the interests of Pacific Power & Light Company and the above described owners and any other insurance maintained by Pacific Power & Light Company and the above listed owners is excess and not contributory with this insurance; and

(3) the following Cross Liability clause is made a part of this policy:

The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity as respects any claim, demand, suit or judgment made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured. This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the Company's liability as set forth elsewhere in this policy beyond the amount for which the company would have been liable if only one person or interest had been named as insured; and

(4) notwithstanding any provision of the policy to which this endorsement is attached, this policy may not be canceled or altered by the insurance company without giving 30 days' prior written notice of cancellation or alteration to Pacific Power & Light Company.

All other terms and conditions of the policy remain unchanged.

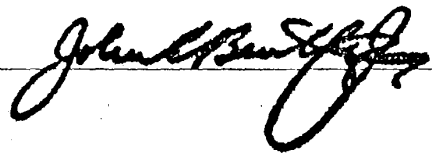
Effective date of this endorsement is:

Attached to and forming part of No. MS 9 14-82

Issued to: Northern Commercial Company

Dated: May 12, 1978

By



Endorsement No. 7

PARKER, SMITH & FEEK, INC.
1919 BANK OF CALIFORNIA CENTER
SEATTLE, WASHINGTON 98101

THIRD PARTY PROPERTY DAMAGE

SCHEDULE

1. Name of Insured: Northern Commercial Company
2. Principal Business of Insured: Various
3. Limits of Liability: \$250,000.00

Excess Automobile Property Damage

- (a) Underlying Limit: NOT COVERED
- (b) Total Limit: NOT COVERED

Note: If "Not Covered" is shown in Items 3(a) and 3(b) above, no coverage is afforded for any claim arising out of the operation, ownership, maintenance or control by the Insured of any automobile (as defined in Paragraph 3 below) away from the premises of the Insured or the ways immediately adjoining.

Other Than Automobile Property Damage

- (c) Deductible or Underlying Limit: \$1,000.00 including settlement costs and expenses.
- (d) Total Limit: \$250,000.00
Aggregate Limit: \$250,000.00

4. Premium Rate(s): .735 per 1,000 sales on 100,000,000 sales LAP= 73,500.

which amounts to be reported by the Insured at the end of
THE POLICY PERIOD

5. Minimum Premium: 73,500.

INSURING AGREEMENTS, EXCLUSIONS AND CONDITIONS

The Company, in consideration of the premium to be paid as provided herein and subject to the terms and conditions hereinafter contained, does hereby agree to insure the entity(ies) specified in Item I of the Schedule, hereinafter called the "Insured" as follows:

1. COVERAGE. From and against all loss which the Insured may sustain or incur by reason of or in consequence of:
 - (a) Any and all liability imposed by law against the Insured for loss of or damage to or destruction of property of others (including, but not limited to, damage resulting from loss of use of property damaged or destroyed and all other indirect and consequential damage for which legal liability exists in connection with such damage to or destruction of property of others or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence) sustained or alleged to have been sustained during the currency of this policy and arising from any cause whatsoever out of the operations, activities, work and/or business of the insured anywhere in the world in connection with the Insured's business described in Item 2 of the schedule.

- (b) Any and all liability for damage to or destruction of property of others assumed by the Insured in writing under contracts, leases or agreements usual and incidental to the operations, activities, work and/or business of the Insured, but this Policy shall not be held to cover any liability assumed by the Insured in any contract for damage to or destruction of property in the care, custody or control of the Insured, or rented, leased or used by the Insured, unless such liability would have been covered hereunder even in the absence of such contract lease or agreement.
- (c) The Company also agrees:
- (i) To investigate and/or to defend in the name and on behalf of Insured all claims or suits for such injury or damage for which the Insured is, or is alleged to be liable.
 - (ii) To pay in addition to the limits of liability expressed in Paragraph 3 of this form, all expenses incurred by the Company for investigation, negotiation and defense any such claims or proceedings; without any obligation to apply for or furnish such bonds, the Company agrees to pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy and/or all premiums on appeal bonds required in any such proceedings; all costs taxed against the Insured in any such proceedings; and all interest on Company's share of any judgment accruing before or after entry of such judgment and up to the date of payment by Company of their share of any such judgment.

2. EXCLUSIONS. THIS POLICY DOES NOT COVER LIABILITY:

- (a) For damage to property carried in or upon any vehicle in charge of the Insured:
- (b) For claims made against the Assured:
 - (i) For repairing or replacing any defective product or products manufactured, sold or ~~supplied by the Assured~~ or any defective part or parts thereof nor for the cost of such repair or replacement; but this exclusion shall apply only to that particular part of property out of which the damage arises, or
 - Y (ii) For damage to that particular part of any property upon which the Assured is or has been working caused by the faulty manner in which the work has been performed (but this exclusion shall apply only to that particular part of property out of which the damage arises.
 - X (iii) To loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) A delay in or lack of performance by or on behalf of the named Insured of any contract or agreement, or (2) The failure of the named Insured's product or work performed by or on behalf of the named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the physical injury to or destruction of the named Insured's products or work performed by or on behalf of the named Insured after such products or work have been put to use by any person or organization other than an Insured.

3. LIMITS OF LIABILITY. The Company's limits of liability under this Policy shall be only for the excess of loss over

- (a) EXCESS AUTOMOBILE PROPERTY DAMAGE. The amount shown in Item 3(a) of the Schedule as respects any claim or series of claims arising out of any one occurrence by reason of the ownership, maintenance, operation or control of any automobile; ("AUTOMOBILE" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include MOBILE EQUIPMENT;

"MOBILE EQUIPMENT" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment); and then only in excess of above amounts up to the amount shown in Item 3(b) of the Schedule, or

- (b) OTHER THAN AUTOMOBILE PROPERTY DAMAGE. The amount shown in Item 3(c) of the Schedule as respects any claim or series of claims arising out of any one occurrence other than described in 3(a) above; and then only in excess of above amounts up to the amount shown in Item 3(d) of the Schedule it being understood, however, that the Company's Limit of Liability shall not exceed the amount shown in Item 3(e) of the Schedule in the aggregate during any one period of insurance.

ONE OCCURRENCE. The term "ONE OCCURRENCE" shall be taken to mean a single event or originating cause and shall include all resultant or concomitant loss or losses whether to one or more locations.

PERIOD OF INSURANCE. The words "PERIOD OF INSURANCE" shall be understood to mean a period of one calendar year commencing each year on the inception date of this insurance.

4. ADDITIONAL INSURED. It is understood and agreed that wherever the Insured has contracted to protect any individual, firm, or corporation by Property Damage Insurance, such individual, firm or corporation shall be deemed an Insured under this Policy but the liability of the Company as respects such individual, firm, or corporation shall be limited to the amount of insurance contracted to be carried by the Insured but in no event shall such liability in the aggregate exceed the Company's limit of liability as expressed in Paragraph No. 3 of this Policy. It is understood, however, that coverage afforded the additional Insureds shall be restricted to liability for loss, damage or destruction arising out of the operations, activities, work and/or business of the Named Insured.

5. DIRECTORS AND STOCKHOLDERS. None of the provisions of this Policy shall inure to the benefit of any firm, person or corporation other than the Insured, it being agreed and understood, however, that the provisions of this Policy extend to and cover any director, executive officer or stockholder of any corporation named as Insured insofar as any liability exists on their part, as respects the operations insured under the Policy, by reason of their being directors, officers or stockholders of the named Insured, but without prejudice to protection on account of claims which might arise by reason of damage to property of any director, officer, or stockholder as a member of the public.
6. CROSS LIABILITY. In the event of damage to or destruction of property belonging to any one or more Insureds (except property specifically excluded in Paragraph No. 2) for which another Insured is or may be held liable, then this Policy shall cover such Insured against whom claim is or may be made, the same as if separate Policies had been issued to each Insured but Company's total liability under this Policy shall not exceed the limits set forth in Paragraph No. 3 irrespective of the number of Insureds involved.
7. OTHER INSURANCE. In the event that there shall be in effect any other good, valid and collectible insurance insuring to the benefit of the Insured, or any additional Insured hereunder, with respects to loss or claim covered hereby, then this insurance shall be excess insurance only, over and above the amount of any such other good, valid and collectible insurance.
8. PREMIUM. Subject otherwise to the terms and conditions of this Policy, it is understood and agreed that:
- (a) The premium paid hereon is only provisional and is subject to adjustment at the rate shown in Item 4 of the Schedule.
 - (b) The Insured agrees to report to at the times shown in Item 4 of the Schedule the applicable amounts during said period and pay premium thereon at the above mentioned rate. If adjustment of premium is on the basis of remuneration of employees, a payroll for all individual Insureds or co-partners shall be included in the statement of payroll at a fixed amount of \$5,200.00 each per annum and premium charged thereon.
 - (c) The Deposit premium shall be applied against the premium for the final adjustment period. The Company, shall, however, receive a minimum premium as shown in Item 5 of the Schedule for this insurance.
9. This Policy may be cancelled at any time at the written request of the Insured or by or on behalf of the Company by giving 30 days' notice of such cancellation. The earned premium shall be based upon the above mentioned rate for the period of coverage or pro rate of the Minimum premium if cancelled by the Company, or short rate of the Minimum premium if cancelled by the Insured, whichever is the greater.

It is agreed that irrespective of any other terms or conditions contained in this policy or endorsements attached thereto, this Policy may be cancelled by the Company, or by in their behalf, for non-payment of any unpaid portion of the premium by delivering to the Insured or by sending to the Insured by mail, registered or unregistered, at the Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

10. DENIAL OF LIABILITY. In the event the Insured is self-insured in part, against loss which may be the basis of claim under this Policy the Company reserves the right to require the Insured upon written notice to deny any such claim and in the event the Company shall exercise their right, the Company shall defend the Insured and pay all costs in accordance with the terms set forth in Insuring Agreement 1(c) and Item 3(c) of the Schedule.
11. COOPERATION. The Insured, when requested by the Company, shall aid in effecting settlements, in securing evidence and the attendance of witnesses, in defending suits, and in prosecuting appeals, and shall at all times render to the Company all cooperation and assistance in the Insured's power (except in a pecuniary way). The Insured shall not voluntarily assume any liability, settle any claim or incur any expense in connection with any claim(s) or loss in excess of the amount(s) shown in Items 3(a) and 3(c) of the Schedule.
12. SUBROGATION. Upon payment of any claim, demand, suit or judgment covered hereby the Company (or other insurers or the Insured in the event that more than one insurer or the Insured as a self-insurer has paid any part of such claim it being understood that other insurance or excess insurance or self-insurance is permitted) shall be subrogated to all rights which the Insured may have against any and every person, partnership or corporation in respect of such claim, demand, suit or judgment and the Insured shall, at the request of the Company (or other insurers) execute all papers necessary or convenient to effect such subrogation. Any recoveries under such subrogation shall be applied to reimburse the said insurers or self-insurer in the inverse order in which they were called upon to make payment, and any balance remaining from such recoveries after repayment of all of said insurers shall be paid to the Insured; except that all right of subrogation is waived under this Policy if for any reason such subrogation is contrary to any law, contract or agreement of the Insured with any other parties, usual, incidental or necessary to the business of the Insured herein named.
13. NOTICE OF LOSS. As soon as reasonably possible after the occurrence of every accident or loss coming under the conditions of this Policy the Insured shall give to Company written notice thereof with the fullest information obtainable at the time. The Insured in like manner shall give like notice with full particulars of any claim made on account of such accident. If suit is brought against the Insured, the Insured shall immediately forward to Company, summons or other process that may be served upon them.
14. DUE DILIGENCE. Upon the happening of any occurrence likely to give rise to a claim under this Policy, the Insured shall use due diligence and do and concur in doing all things reasonably practicable to diminish the loss.

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions on the back hereof, which are hereby made a part of said insurance together with such other provisions, stipulations and conditions may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of HS 9-14-82

ISSUED TO: Northern Commercial Co. et al.

DATED AT: Seattle, Washington

By: MS

This 18 day of June 19 77 By: cd

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of HS 9-14-82

ISSUED TO: Northern Commercial Co. et al.

DATED AT: Seattle, Washington

By: MS

This 18 day of June 19 77 By: cd

FU-60 SC(50M 10-76)

GENERAL ENDORSEMENT

Named Insured

Northern Commercial Company, NC Machinery Company,
NC Marine, John Fabick Tractor Company, N.C. - Fabick,
Joint Venture and any Corporation, Partnership, Joint
Venture or any other entity as may now or hereafter
exist which is a subsidiary of any named assured or is
solely comprised of named assureds and any affiliated
company for which the named insured directly or through
one of its subsidiaries has managerial control or any
joint venture for whom any named assured acts as sponsor-
ing joint venture.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy
other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 1 Effective 6-18-77

Agent

GENERAL ENDORSEMENT

It is agreed that this policy does not cover liability for claims made against the assured on account of Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specification, advertising material or printed instruction prepared or developed by any Assured; but this exclusion does not apply to Property Damage resulting from the active malfunctioning of such products or work.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 2 Effective 6-18-77 Agent

It is hereby agreed that this policy shall not apply to Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 3 Effective 6-18-77 Agent

GENERAL ENDORSEMENT

It is warranted that \$500,000. of Ship Repairers Legal Liability Insurance will be carried by the Insured during the period of this policy.

If said "Ship Repairers" policy is not maintained, then the coverage afforded by this policy shall apply in the same manner it would have applied had such policy been so maintained in force.

The "Other Insurance Clause" (Paragraph 7) of form attached hereto is hereby deleted, but only in respect to this endorsement.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 4 Effective 6-18-77 Agent

It is agreed that Exclusion "C" is deleted in its entirety and is replaced by the following:

?(C) For damage to any property of others in the care and custody of the assured for storage for fee or for sale"

It is further agreed that the Insured warrants he will maintain in full force and effect during the currency of this Policy an "All Risk Cover" on customers goods, except boats and vessels.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

Highlands Insurance Company

Issued to Northern Commercial Company, et al

Section No.

Endorsement No. 5 Effective 6-18-77

Agent

It is understood and agreed that Form LU 111 5-67 IM-CLW is cancelled and replaced by manuscript endorsement for third party property damage.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HS 9-14-82 of the

..... Highlands Insurance Company

Issued to Northern Commercial Eompany, et al

Section No.

Endorsement No. 6 Effective June 18, 1977 Alexander & Alexander Agent
7/28/77 er Seattle, WA. 65-68473

THE CENTRAL NATIONAL INSURANCE COMPANY, of Omaha, Nebraska

(A stock insurance company, herein called "the company")

In consideration of the payment of the premium, in reliance upon the statements in the declarations made by the insured, and upon the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a

building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1, of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at

any time with respect thereto, but only if the **bodily injury or property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property; **"underground property damage hazard"** includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. **"Underground property damage"** means property damage to wires,

conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include property damage (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) reasonable expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the **insured** at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit: The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable. The **named insured** shall promptly take at his expense all reasonable steps to prevent other **bodily injury or property damage** from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

The **insured** shall cooperate with the company and, upon the company's re-

quest, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **bodily injury or property damage** with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate, shall not relieve the company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

8. Changes: Notice to any agent or knowledge possessor by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be

effective. This policy may be cancelled by the company by mailing to the named insured at the address shown on this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

Frank J. Bennett

Secretary

M. G. Olson

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

MICHIGAN ENDORSEMENT: (In case this policy is written in the State of Michigan, the following applies.)

AMENDMENT OF CANCELLATION CONDITION—It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at his address known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

Insured copy

Alexander & Alexander Inc.
1414 IBM Building
Seattle, Washington 98101
Telephone 206 623-7070
TWX 910-444-2299 ALEX ALEX SEA



August 25, 1977

Mrs. Marilyn Steiner
NC Machinery Company
P. O. Box 3562
Seattle, WA 98124

RE: BROAD FORM PROPERTY DAMAGE LIABILITY INSURANCE
HIGHLANDS INSURANCE COMPANY POLICY #HS 9 14 82

Dear Marilyn:

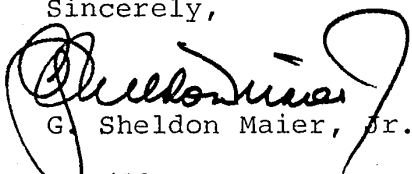
At the time the Company issued the above captioned policy, you will note on the one you have, they used the wrong face sheet. The Company is shown as the Central National Insurance Company of Omaha. This is incorrect and the Company has issued a corrected Certificate showing the Highlands Insurance Company Policy #HS 9 14 82.

The coverage is actually with the Highlands, therefore will you kindly substitute the enclosed policy for the Central National Certificate you have? Everything is the same except the face sheet.

Please let me know if you have any questions regarding the enclosed.

Best regards.

Sincerely,

A handwritten signature in dark ink, appearing to read 'G. Sheldon Maier, Jr.', written over a circular flourish.

GSM/dd
Enclosures

Including the former Maier & Sargent, Inc. and Including the former C. E. Powell & Company

AUG 29 1977

No. ~~CA 81101139~~

HS 9-14-82

CNS 9-42-48
RENEWAL OF NUMBERPART B GENERAL LIABILITY-AUTOMOBILE POLICY
DECLARATIONSHIGHLANDS INSURANCE COMPANY
HOUSTON, TEXAS
A STOCK COMPANY

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

Northern Commercial Company, et al
(per endt. #1)

P.O. Box 3562, Seattle, Washington 98124

Item 2. Policy Period: (Mo. Day Yr.)

From 6-18-77 to 6-18-78
12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other: _____

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Machinery Mfg. & Installation

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Hospital Professional Liability Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$		Manufacturers' and Contractors' Liability Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Owner's and Contractor's Protective Liability Insurance
\$		Automobile Physical Damage Insurance (Non-Fleet)	\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Basic Automobile Liability Insurance	\$		Personal Injury Liability Insurance
\$		Completed Operations and Products Liability Insurance	\$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$		Premises Medical Payments Insurance
\$		Comprehensive General Liability Insurance	\$		Special Protective and Highway Liability Insurance
\$		Comprehensive Personal Insurance	\$		New York Department of Transportation
\$		Contractual Liability Insurance	\$		Storekeeper's Insurance
\$		Druggists' Liability Insurance	\$		Uninsured Motorists Insurance
\$		Elevator Collision Insurance	\$ 73,500.	LU111	Third Party Property Damage Liability (Form
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	\$		
\$		Farmer's Comprehensive Personal Insurance	\$		
\$		Farmer's Medical Payments Insurance	\$		
\$		Garage Insurance			
Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue					
\$	LU III, FU 60 (5)				
\$ 73,500.	Total Advance Premium for this policy.				

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

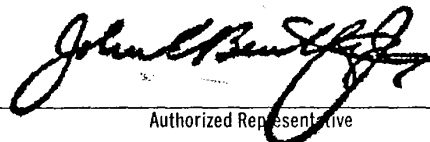
Effective Date	1st Anniversary	2nd Anniversary
\$	\$	\$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: JKM/cd 8-16-77

*Not applicable in Texas

By


Authorized RepresentativeTHIS PART B, WITH "POLICY PROVISIONS—PART A", AND COVERAGE PART(S) AND ENDORSEMENT(S), (IF ANY), ISSUED TO FORM A PART THEREOF, COMPLETE(S)
THE ABOVE NUMBERED POLICY

JDL6300-X-F

Ptd. in U.S.A.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE

SKN 003212

BROAD FORM PROP. Dam. Pol.

A STOCK COMPANY

The Central National Insurance Company of Omaha

CNS 9-42-48
RENEWAL OF NUMBER

105 SOUTH 17TH STREET
OMAHA, NEBRASKA 68102

Policy No. ~~8024~~ HS 9-14-82

BRANCH NO. _____ DLR. NO. _____

Northern Commercial Company, et al ← Item 1. Named Insured and Address:

(per endt. #1)

P.O. Box 3562

Seattle, Washington 98124

←Street Number

←Town or City, Zone, County, State

Item 2. Policy Period: 12:01 A. M., standard time at the address
of the named insured as stated herein:

From 6-18-77 To 6-18-78

The named insured is:

☐

Individual

☐

Partnership

☒

Corporation

☐

Joint Venture

☐

Other: _____

Business of the named insured is: (ENTER BELOW)

Machinery Mfg. & Installation

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Manufacturers' and Contractors' Liability Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$		Owner's and Contractor's Protective Liability Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Automobile Physical Damage Insurance (Non-Fleet)	\$		Personal Injury Liability Insurance
\$		Completed Operations and Products Liability Insurance	\$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$		Premises Medical Payments Insurance
\$		Comprehensive General Liability Insurance	\$		Protection Against Uninsured Motorists Insurance
\$		Comprehensive Personal Insurance	\$		Special Protective and Highway Liability Insurance New York Department of Public Works
\$		Contractual Liability Insurance	\$		Storekeeper's Insurance
\$		Druggists' Liability Insurance	\$		
\$		Elevator Collision Insurance	\$ 73,500.	LUIII	Third Party Property Damage Liability (Form B)
\$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance			
\$		Farmer's Comprehensive Personal Insurance	\$		
\$		Farmer's Medical Payments Insurance	\$		
\$		Garage Insurance	\$		
\$		Hospital Professional Liability Insurance			
\$ LU III, FU 60 (5)			Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue		
\$ 73,500. Total Advance Premium for this policy.					

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary

\$

\$

\$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Witnessed: 6-27-77

JKM/cd

*Not applicable in Texas

By

Authorized Representative

CN4494

Ptd. in U.S.A.

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE

SKN 003213

THIRD PARTY PROPERTY DAMAGE

SCHEDULE

1. Name of Insured: Northern Commercial Company
2. Principal Business of Insured: Various
3. Limits of Liability: \$250,000.00

Excess Automobile Property Damage

(a) Underlying Limit: NOT COVERED

(b) Total Limit: NOT COVERED

Note: If "Not Covered" is shown in Items 3(a) and 3(b) above, no coverage is afforded for any claim arising out of the operation, ownership, maintenance or control by the Insured of any automobile (as defined in Paragraph 3 below) away from the premises of the Insured or the ways immediately adjoining.

Other Than Automobile Property Damage

(c) Deductible or Underlying Limit: \$1,000.00 including settlement costs and expenses.

(d) Total Limit: \$250,000.00

Aggregate Limit: \$250,000.00

4. Premium Rate(s): .735 per 1,000 sales on 100,000,000 sales EAP= 73,500.

which amounts to be reported by the Insured at the end of THE POLICY PERIOD

5. Minimum Premium: 73,500.

INSURING AGREEMENTS, EXCLUSIONS AND CONDITIONS

The Company, in consideration of the premium to be paid as provided herein and subject to the terms and conditions hereinafter contained, does hereby agree to insure the entity(ies) specified in Item I of the Schedule, hereinafter called the "Insured" as follows:

1. COVERAGE. From and against all loss which the Insured may sustain or incur by reason of or in consequence of:
 - (a) Any and all liability imposed by law against the Insured for loss of or damage to or destruction of property of others (including, but not limited to, damage resulting from loss of use of property damaged or destroyed and all other indirect and consequential damage for which legal liability exists in connection with such damage to or destruction of property of others or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence) sustained or alleged to have been sustained during the currency of this policy and arising from any cause whatsoever out of the operations, activities, work and/or business of the insured anywhere in the world in connection with the Insured's business described in Item 2 of the schedule.

(b) Any and all liability for damage to or destruction of property of others assumed by the Insured in writing under contracts, leases or agreements usual and incidental to the operations, activities, work and/or business of the Insured, but this Policy shall not be held to cover any liability assumed by the Insured in any contract for damage to or destruction of property in the care, custody or control of the Insured, or rented, leased or used by the Insured, unless such liability would have been covered hereunder even in the absence of such contract lease or agreement.

(c) The Company also agrees:

- (i) To investigate and/or to defend in the name and on behalf of Insured all claims or suits for such injury or damage for which the Insured is, or is alleged to be liable.
- (ii) To pay in addition to the limits of liability expressed in Paragraph 3 of this form, all expenses incurred by the Company for investigation, negotiation and defense any such claims or proceedings; without any obligation to apply for or furnish such bonds, the Company agrees to pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy and/or all premiums on appeal bonds required in any such proceedings; all costs taxed against the Insured in any such proceedings; and all interest on Company's share of any judgment accruing before or after entry of such judgment and up to the date of payment by Company of their share of any such judgment.

2. EXCLUSIONS. THIS POLICY DOES NOT COVER LIABILITY:

(a) For damage to property carried in or upon any vehicle in charge of the Insured:

(b) For claims made against the Assured:

- (i) For repairing or replacing any defective product or products manufactured, sold or supplied by the Assured or any defective part or parts thereof nor for the cost of such repair or replacement; but this exclusion shall apply only to that particular part of property out of which the damage arises, or
- ~~✖~~ (ii) For damage to that particular part of any property upon which the Assured is or has been working caused by the faulty manner in which the work has been performed (but this exclusion shall apply only to that particular part of property out of which the damage arises.
- ~~✖~~ (iii) To loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) A delay in or lack of performance by or on behalf of the named Insured of any contract or agreement, or (2) The failure of the named Insured's product or work performed by or on behalf of the named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the physical injury to or destruction of the named Insured's products or work performed by or on behalf of the named Insured after such products or work have been put to use by any person or organization other than an Insured.

3. LIMITS OF LIABILITY. The Company's Limits of Liability under this Policy shall be only for the excess of loss over

(a) EXCESS AUTOMOBILE PROPERTY DAMAGE. The amount shown in Item 3(a) of the Schedule respects any claim or series of claims arising out of any one occurrence by reason of the ownership, maintenance, operation or control of any automobile; ("AUTOMOBILE" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include MOBILE EQUIPMENT;

"MOBILE EQUIPMENT" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment); and then only in excess of above amounts up to the amount shown in Item 3(b) of the Schedule, or

(b) OTHER THAN AUTOMOBILE PROPERTY DAMAGE. The amount shown in Item 3(c) of the Schedule as respects any claim or series of claims arising out of any one occurrence other than described in 3(a) above; and then only in excess of above amounts up to the amount shown in Item 3(d) of the Schedule it being understood, however, that the Company's Limit of Liability shall not exceed the amount shown in Item 3(e) of the Schedule in the aggregate during any one period of insurance.

ONE OCCURRENCE. The term "ONE OCCURRENCE" shall be taken to mean a single event or originating cause and shall include all resultant or concomitant loss or losses whether to one or more locations.

PERIOD OF INSURANCE. The words "PERIOD OF INSURANCE" shall be understood to mean a period of one calendar year commencing each year on the inception date of this insurance.

4. ADDITIONAL INSURED. It is understood and agreed that wherever the Insured has contracted to protect any individual, firm, or corporation by Property Damage Insurance, such individual, firm or corporation shall be deemed an Insured under this Policy but the liability of the Company as respects such individual, firm, or corporation shall be limited to the amount of insurance contracted to be carried by the Insured but in no event shall such liability in the aggregate exceed the Company's limit of liability as expressed in Paragraph No. 3 of this Policy. It is understood, however, that coverage afforded the additional insureds shall be restricted to liability for loss, damage or destruction arising out of the operations, activities, work and/or business of the Named Insured.

5. DIRECTORS AND STOCKHOLDERS. None of the provisions of this Policy shall inure to the benefit of any firm, person or corporation other than the Insured, it being agreed and understood, however, that the provisions of this Policy extend to and cover any director, executive officer or stockholder of any corporation named as Insured insofar as any liability exists on their part, as respects the operations insured under the Policy, by reason of their being directors, officers or stockholders of the named Insured, but without prejudice to protection on account of claims which might arise by reason of damage to property of any director, officer, or stockholder as a member of the public.

6. CROSS LIABILITY. In the event of damage to or destruction of property belonging to any one or more Insureds (except property specifically excluded in Paragraph No. 2) for which another Insured is or may be held liable, then this Policy shall cover such Insured against whom claim is or may be made, the same as if separate Policies had been issued to each Insured but Company's total liability under this Policy shall not exceed the limits set forth in Paragraph No. 3 irrespective of the number of Insureds involved.

7. OTHER INSURANCE. In the event that there shall be in effect any other good, valid and collectible insurance insuring to the benefit of the Insured, or any additional Insured hereunder, with respects to loss or claim covered hereby, then this insurance shall be excess insurance only, over and above the amount of any such other good, valid and collectible insurance.

8. PREMIUM. Subject otherwise to the terms and conditions of this Policy, it is understood and agreed that:

- (a) The premium paid hereon is only provisional and is subject to adjustment at the rate shown in Item 4 of the Schedule.
- (b) The Insured agrees to report to at the times shown in Item 4 of the Schedule the applicable amounts during said period and pay premium thereon at the above mentioned rate. If adjustment of premium is on the basis of remuneration of employees, a payroll for all individual Insureds or co-partners shall be included in the statement of payroll at a fixed amount of \$5,200.00 each per annum and premium charged thereon.
- (c) The Deposit premium shall be applied against the premium for the final adjustment period. The Company, shall, however, receive a minimum premium as shown in Item 5 of the Schedule for this insurance.

9. This Policy may be cancelled at any time at the written request of the Insured or by or on behalf of the Company by giving 30 days' notice of such cancellation. The earned premium shall be based upon the above mentioned rate for the period of coverage or pro rate of the Minimum premium if cancelled by the Company, or short rate of the Minimum premium if cancelled by the Insured, whichever is the greater.

It is agreed that irrespective of any other terms or conditions contained in this policy or endorsements attached thereto, this Policy may be cancelled by the Company, or by in their behalf, for non-payment of any unpaid portion of the premium by delivering to the Insured or by sending to the Insured by mail, registered or unregistered, at the Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

10. DENIAL OF LIABILITY. In the event the Insured is self-insured in part, against loss which may be the basis of claim under this Policy the Company reserves the right to require the Insured upon written notice to deny any such claim and in the event the Company shall exercise their right, the Company shall defend the Insured and pay all costs in accordance with the terms set forth in Insuring Agreement 1(c) and Item 3(c) of the Schedule.
11. COOPERATION. The Insured, when requested by the Company, shall aid in effecting settlements, in securing evidence and the attendance of witnesses, in defending suits, and in prosecuting appeals, and shall at all times render to the Company all cooperation and assistance in the Insured's power (except in a precuniary way). The Insured shall not voluntarily assume any liability, settle any claim or incur any expense in connection with any claim(s) or loss in excess of the amount(s) shown in Items 3(a) and 3(c) of the Schedule.
12. SUBROGATION. Upon payment of any claim, demand, suit or judgment covered hereby the Company (or other insurers or the Insured in the event that more than one insurer or the Insured as a self-insurer has paid any part of such claim it being understood that other insurance or excess insurance or self-insurance is permitted) shall be subrogated to all rights which the Insured may have against any and every person, partnership or corporation in respect of such claim, demand, suit or judgment and the Insured shall, at the request of the Company (or other insurers) execute all papers necessary or convenient to effect such subrogation. Any recoveries under such subrogation shall be applied to reimburse the said insurers or self-insurer in the inverse order in which they were called upon to make payment, and any balance remaining from such recoveries after repayment of all of said insurers shall be paid to the Insured; except that all right of subrogation is waived under this Policy if for any reason such subrogation is contrary to any law, contract or agreement of the Insured with any other parties, usual, incidental or necessary to the business of the Insured herein named.
13. NOTICE OF LOSS. As soon as reasonably possible after the occurrence of every accident or loss coming under the conditions of this Policy the Insured shall give to Company written notice thereof with the fullest information obtainable at the time. The Insured in like manner shall give like notice with full particulars of any claim made on account of such accident. If suit is brought against the Insured, the Insured shall immediately forward to Company, summons or other process that may be served upon them.
14. DUE DILIGENCE. Upon the happening of any occurrence likely to give rise to a claim under this Policy, the Insured shall use due diligence and do and concur in doing all things reasonably practicable to diminish the loss.

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of HS 9-14-82

ISSUED TO: Northern Commercial Co. et al.

DATED AT: Seattle, Washington

By: MS

This 18 day of June 19 77 By: cd